

JS-6

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

FRESHKO PRODUCE SERVICES, INC.,
a corporation,

Plaintiff,

v.

PRODUCE DELIGHTS, LLC, a limited
liability company; and Wael R.
Abdallah, an individual.

Defendants.

CASE NO. 2:15-CV-8280-DDP-AGR

**ORDER APPROVING SETTLEMENT
AGREEMENT AND STIPULATION
FOR ENTRY OF JUDGMENT IN THE
EVENT OF DEFAULT**

Having reviewed and considered the Settlement Agreement and Stipulation for Entry of Judgment entered into by and between Plaintiff FRESHKO PRODUCE SERVICES INC., (“Freshko” or “Plaintiff”) and Defendants PRODUCE DELIGHTS, LLC, (“Produce Delights”); and Wael R. Abdallah (“WRA” or “Individual Defendant”), collectively, “the Parties,” and good cause appearing therefor to the satisfaction of this Court,

IT IS HEREBY ORDERED that the Settlement Agreement and Stipulation for Entry of Judgment (“Settlement Agreement and Stipulation”) is hereby GRANTED in its

1 entirety.

2 IT IS FURTHER ORDERED that the stipulated facts set forth at paragraphs 1
3 through 16 of the Settlement Agreement and Stipulation are hereby adopted by this Court
4 as Findings of Fact.

5 IT IS FURTHER ORDERED that upon entry of this Order all sums held in the
6 Rynn & Janowsky, LLP Client Trust Account for the benefit of Plaintiff, including but
7 not limited to the \$29,299.88 identified at paragraph 10 of the Settlement Agreement and
8 Stipulation may be immediately released to Plaintiff.

9 IT IS FURTHER ORDERED that in the event of default as defined in the
10 Settlement Agreement and Stipulation and only in the event of such default, Judgment for
11 the full unpaid principal balance due of \$491,246.20, plus the contractual finance charges
12 and attorneys' fees described at paragraph 15 of the Settlement Agreement and
13 Stipulation, less sums actually received by Freshko prior to default (including the
14 deduction of all sums received from Coliman Pacific Corporation), may be immediately
15 entered against Defendants, jointly and severally, in the form set forth in Exhibit 2
16 attached to the Settlement Agreement and Stipulation, in the U.S. District Court for the
17 Central District of California. The actual amounts to be set forth in the judgment, if and
18 when entry of judgment is requested, shall reflect the full unpaid principal balance due of
19 \$491,246.20 (less any sums received from Coliman Pacific Corporation), plus the
20 contractual finance charges and attorneys' fees described in the Settlement Agreement
21 and Stipulation, less any other sums actually received by Freshko prior to default.

22 IT IS FURTHER ORDERED that so long as Defendants are not in default of the
23 terms of the Settlement Agreement and Stipulation, Plaintiff shall take no steps to enter
24 or enforce the Judgment.

25 IT IS FURTHER ORDERED that in the event of default, the Judgment described
26 above may be entered on an *ex parte* basis subject to Defendants' right to object to entry
27 of judgment limited solely to the following grounds and no others: (a) whether default has
28 in fact occurred; and, (b) whether the payment amounts acknowledged as received by

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1 Plaintiff prior to default and the net principal balance due set forth on the judgment are
2 correct.

3 IT IS FURTHER ORDERED that nothing in the Settlement Agreement and
4 Stipulation is or shall be deemed to be a waiver or limitation of any rights Freshko may
5 have under PACA, including, but not limited to, Freshko's PACA Trust rights, or
6 Freshko's ability to enforce said trust rights against any person or entity liable to Freshko
7 for breach of the PACA trust, all such rights being expressly reserved.

8 IT IS FURTHER ORDERED that the U.S. District Court for the Central District
9 of California shall have and retain exclusive jurisdiction over the parties and subject
10 matter herein in order to enforce or interpret the provisions of this Stipulation and to enter
11 and enforce judgment hereon.

12 IT IS FURTHER ORDERED that upon entry of this Order Plaintiff's Complaint
13 shall be and hereby is dismissed pending payment of the sums due under the Settlement
14 Agreement and Stipulation, but said dismissal shall be without prejudice and subject to
15 immediate reopening to either enforce or interpret the terms of the Settlement Agreement
16 and Stipulation and/or to enter and enforce judgment as contemplated therein.

17 SO ORDERED.

18
19
20 Dated: September 23, 2016



HON. DEAN D. PREGERSON
Judge, U.S. District Court